

## MEMORANDUM OF UNDERSTANDING

Between the  
Town of West Hartford  
And  
SEIU, Local 2001, CSEA

(Building Maintenance, Clerical, Custodians, Grounds Maintenance, Public Safety  
Dispatchers, Professional & Management, Supervisory Units)

1. The general wage increase of three and one-half percent (3.5%) in the 2007-2012 collective bargaining agreements scheduled to become effective July 1, 2009 shall not be implemented. The January 1, 2010 adjustment to the part-time Custodian's wage range shall be waived and no adjustment to incumbents will be implemented pursuant to Article X, Section 10.1 for fiscal year 2009-2010.
2. The remaining general wage increases for the 2007 – 2012 collective bargaining agreements shall be modified and become effective in accordance with the following schedule:

July 1, 2010	2%
January 1, 2011	2%
July 1, 2011	2%
January 1, 2012	2%

The Part-time Custodian wage range shall be adjusted in accordance with Article X, Section 10.1 effective July 1, 2010. Further, any wage adjustment not implemented during fiscal year 2009-10 shall be implemented on January 1, 2011.

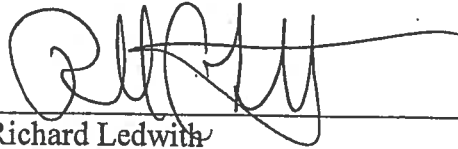
3. The duration of the current collective bargaining agreements shall be extended to June 30, 2013. A general wage increase of two percent (2%) shall become effective July 1, 2012 and an additional two percent (2%) on January 1, 2013.
4. In the event a bargaining unit member retires and the calculation of the employee's final average earnings as defined in the pension plan is based on earnings for any or all of the fiscal years July 1, 2009 through June 30, 2012, then the employee's salary, for pension calculation purposes only, shall be calculated as if the original contract general wage increases were implemented in fiscal years 2009-10, 2010-11, and 2011-12. Additionally, sick and vacation payments made to a retiring employee during this period shall be calculated as if the 3.5% general wage increases were credited.
5. The Town agrees that no bargaining unit member shall be laid off during fiscal year 2009-10 and fiscal year 2010-11 so long as the Town Manager's budget proposal for those fiscal year(s) is adopted as presented and there are no budget adjustments totaling \$500,000 or more, including but not limited to losses of revenue or State funding to the Town of West Hartford. For purposes of this Agreement, the term "lay off" shall be limited to a reduction in the number of

active, existing bargaining unit members. The term lay off shall not include reductions by other means, including but not limited to, elimination of vacant positions, declining or deferring the filling of a vacant position, retirement, resignation, or termination for "just cause".

Should the above referenced budget adjustment occur in either fiscal year 2009-10 or 2010-11 then the Parties shall begin discussions to avoid layoffs as defined herein. Should such discussions fail to reach an approved agreement, then all provisions of this memorandum shall be null and void and the existing collective bargaining agreements shall be implemented as currently written. If such reversion to the existing collective bargaining agreements occurs on or before November 1, 2009, then the general wage increase due on July 1, 2009, shall be effective and retroactive to July 1, 2009. However, if such reversion occurs after November 1, 2009, then there shall be no retroactive application of the referenced general wage increase. If the reversion to the collective bargaining agreements occurs in in fiscal year 2010-2011, then the general wage increase originally due on July 1, 2009, shall be implemented effective on the date that such discussions fail to reach a resolution but with no retroactive application and the balance of the contractually required increase due for the contract year July 1, 2009 through June 30, 2010 shall be implemented on the same date. Further, any discussions entered into shall not be considered negotiations or re-opener negotiations pursuant to the Municipal Employee Relations Act. RCL C97


6. The discussions which resulted in this tentative agreement were not considered negotiations; therefore the acceptance or rejection of this Memorandum by any Party shall not permit either party to declare an impasse and invoke the provisions of the Municipal Employee Relations Act.
7. The execution of this Agreement shall not be construed as establishing a precedent or practice on either party. This Agreement shall become effective for each bargaining unit only upon its ratification by the Town and the separate bargaining units represented by SEIU. Upon such ratification the existing contract(s) shall be deemed to have been extended and such extension shall not be considered to have created a succeeding contract to the current contract(s).

FOR THE TOWN:

  
Richard Ledwith  
Executive Director of Human Resources

4/23/2009  
Date

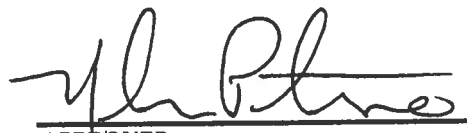
FOR THE UNION:

  
Charles Fabian, Staff Representative  
SEIU, Local 2001, CSEA

4/23/09  
Date

# Wage Concessions Schedule Public Safety Dispatcher Unit-7/1/2009-6/30/2013

Public Safety Dispatcher									
Pay Grade	Effective Date	% Increase	A	B	C	D	E	F	G
	07/01/07	0.00%	1536	1594	1655	1717	1781	1841	1901
	07/01/08	2.75%	1,578	1,638	1,701	1,764	1,830	1,892	1,953
	07/01/09	0.00%	1,578	1,638	1,701	1,764	1,830	1,892	1,953
	07/01/10	2.00%	1,610	1,671	1,735	1,799	1,867	1,930	1,992
	01/1/11	2.00%	1,642	1,704	1,770	1,835	1,904	1,969	2,032
	07/01/11	2.00%	1,675	1,738	1,805	1,872	1,942	2,008	2,073
	01/01/12	2.00%	1,709	1,773	1,841	1,909	1,981	2,048	2,114
	07/01/12	2.00%	1,743	1,808	1,878	1,947	2,021	2,089	2,156
	01/01/13	2.00%	1,778	1,844	1,916	1,986	2,061	2,131	2,199


  
 APPROVED 7/17/09 DATE